

Permanence Seaman

**Walk, Roger A.**

**From:** Solana, Rick P.  
**Sent:** Tuesday, April 04, 2000 7:01 PM  
**To:** Walk, Roger A.  
**Subject:** FW: Jeff Seeman

fyi

-----Original Message-----

**From:** Solana, Rick P.  
**Sent:** Tuesday, April 04, 2000 7:01 PM  
**To:** DeBord, Mark  
**Subject:** RE: Jeff Seeman

I was under the impression that we were not going to change the contract. Since it can be changed, I was uncomfortable with the idea of guaranteeing him a minimum.

I have no problem with \$2000/day.

I have no problem with a maximum of 150 days. Jeff would have to be sure what he is doing is being asked for, so that we make best use of those 150 days.

I would like to remove any guarantee of a minimum number of days.

PM does not pay until work is done. I don't think an advance is possible.

-----Original Message-----

**From:** DeBord, Mark  
**Sent:** Tuesday, April 04, 2000 6:51 PM  
**To:** Solana, Rick P.; Keane, Denise; Hurwitz, Even; McNasby, James  
**Subject:** Jeff Seeman

Last week, I sent Jeff an agreement that would renew his consulting agreement for one year. I spoke with him a few minutes ago and he has proposed two changes and raised one logistical issue. The proposed changes first:

1. Jeff's original agreement called for a maximum of 150 days worked. Because of the volume of work required, we amended that agreement to raise the maximum to 200 days. Jeff would like to return to the 150 days, with the understanding that he will be flexible should PM have a need to use him more than that.
2. When Jeff began negotiating the agreement with Mike Murphy, he proposed a daily rate of \$2100. He agreed to a reduced rate of \$1650, in part because PM guaranteed him a certain amount of work. He now re-proposes the \$2100 daily rate. He does this for three reasons. First, he says he has done some benchmarking with other consultants and he has determined that this is a fair rate. Second, he believes with a higher rate, PM will use him less. He wants to devote more time to his other professional interests (though he began the conversation by stating his understanding that the "Philip Morris work comes first." Third, he says that he is not fully billing PM for everything he does (he doesn't bill for all travel).

The logistical issue: Jeff's agreement calls for payment within 30 days of the date he submits an invoice. He said that he never received a payment within 30 days (though he was careful to say he was not upset about it). At one point, he had approximately \$10,000 in expenses that he had to cover for about 3 months. He asked if we can improve the process. If not, he asked if we could advance him 1/12 of the total amount expected to be paid for the term of the agreement so he can have a cushion against future expenses. This would not be an added amount, just an advance on money he would earn.

PM3006532428

Please let me know your thoughts. Thanks for your assistance.

PM3006532429